



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

TREE TRIMMER (HIGH VOLTAGE LINE CLEARANCE)

IN

**ALAMEDA, CALAVERAS, CONTRA COSTA, DEL NORTE, EL
DORADO, MARIN, MODOC, NAPA, NEVADA, PLACER, PLUMAS,
SANTA CRUZ, SACRAMENTO, SIERRA, SISKIYOU, SOLANO,
TRINITY, AND YOLO COUNTIES**

7-21-04 UNION COUNTER PROPOSAL 5 TO DAVEY TREE SURGERY:

1. Amend Article 5.2 as follows:
Employees who are assigned to work over sixty (60) miles from their assigned headquarters shall be paid twenty five dollars (\$25) as subsistence allowed for each day worked at temporary headquarters. Time spent traveling to such temporary jobs at its beginning and from its conclusion, shall be paid for by company.
2. Union Counter to Company's 5.2: (a) "temporary moves" Language:
5.2 (a) for temporary assignments to another headquarters, the following sequence will be observed:
 - (1) The most senior volunteers in appropriate classifications.
 - (2) The least senior individuals in the appropriate classifications.
 - (3) Individuals relocated to another temporary headquarters will not be moved again until all other individuals in the base headquarters have been relocated temporarily at least once. A temporary headquarters change will consist of a minimum of 15 consecutive workdays for an individual prior to activating the rotation process. (Individuals can volunteer to remain in the temporary assignment for longer than 15 days).

***Company shall provide sleeping rooms for employees assigned more than 100 miles from their regular headquarters. For employees assigned more than 60 miles from their regular headquarters, the Company shall make a good faith effort to pursue the Client Utility to provide employee lodging. (Subsistence and sleeping room provisions shall be applicable to VC and eliminate current VC per-diem language).**

3. TA Union and Company shall incorporate Article 6.5 language Letter of Agreement (2 page agreement between Abernathy/Thomas).
4. Union withdraws original Article 6.5 proposal regarding unpaid excused time off.
5. Union withdraws original Article 6.5 (a) (1) language regarding probationary period.
6. T/A: Accept Company's Article: VII.7.1 proposal of June 30, 2004 10:30AM.
7. T/A: Accept Company's Article: 7.6 proposal of June 30, 2004 10:30 AM which clarifies that "step father, step mother, step son, step daughter" shall qualify only one (1) day's excused absence and not the three (3) days as allowed for "Immediate Family".
8. Amend and Add Articles: Effective July 1, 2005:
10.3 (b) no employee may displace another employee who has greater seniority than his/her own except as provided in Article 10.3 (c).
10.3 (c) Foremen and Climbers: who possess a current commercial driver's license and airbrake endorsement may displace the next *senior employee in their classification (*this senior employee shall be the least senior of those employees in the same classification by District) who has no commercial driver's license and or airbrake endorsement, if the vehicle of the crew of employee being displaced requires an airbrake endorsement. In the event a Foreman is displaced subject to

this Article, he/she shall be reclassified to top climber classification. Foremen and climbers shall maintain all demotion and lay-off rights to those crews consisting of vehicles they are licensed to operate. This provision shall exclude those employees who have been accommodated for health reasons beyond their control

9 Amend Article 14.3 language:

Amend 3rd paragraph:

Effective with the signing of this agreement, all Foremen and all Top Climbers have eighteen (18) months to acquire and maintain a Commercial Driver's license with an airbrake endorsement. All Foremen and Top Climbers shall receive an additional \$0.13 an hour above their pay classification for maintaining a Commercial Driver's License with airbrake endorsement (this is equal to \$270.40 per year if the employee is compensated for every straight-time hour within a year).

*Employees shall have 6 months to acquire the airbrake endorsement; Company shall allow employees to use company trucks for the purpose of related testing. Commercially licensed employees shall continue to receive the current \$.10 an hour until they have received the airbrake endorsement, not to exceed 6 months.

10 Articles 17 Term/Article 8.1 (a) Wages:

Term: August 1, 2004 through December 31, 2007.

*General Wage Increase applicable on current anniversary dates: 2004 3.4%, 2005 3.4%, 2006 3.4%, 2007 3.4%

*Redwood region shall receive 4.06% for wage increases effective 1-1-05, 1-1-06, 1-1-07 (This rate includes an annual .66% additional increase or 2% over the term).

11 ** With this package proposal, Union agrees to withdraw current 4-10's hour arbitration and Union and Company agree to amend provision #1 Article 3.1 (a) as follows:

(a) Company shall inform employees of the starting date and the estimated stop date of the 4 day 10 hour work schedule.

(b) With 15 days written notice, the Company or Union may cancel the 4 day 10 hour work schedule, returning to the 5 day 8 hour schedule.

12 Abrogation language still on table until agreement on Management's rights language as defined in item #11.

13. Exhibit A premium co-pays to through term of new Agreement effective as follows:
1-1-05 Employee Only: \$20. Employee plus Spouse: \$30, Family: \$35.

* Company agrees to assist with current and future employee medical coverage and billing issues in order that employees receive correct benefits under all Exhibit A plan coverage.

14. Amend Article 17.6 to allow for employee pension contributions by payroll deduction. (House Keeping or by previous letter agreements).

MANAGEMENT RIGHTS LANGUAGE:

15. Add Article 1.1.5 Except as otherwise provided in the Agreement, the company has the sole and exclusive right to exercise all the rights and functions of management in the conduct of its business, including maintaining certain reasonable policies.

61-1245-12

**AGREEMENT
BETWEEN
DAVEY TREE SURGERY COMPANY
AND
LOCAL UNION 1245
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO**

RECEIVED
Department of Industrial Relations

JAN 10 2003

Div. of Labor Statistics & Research
Chief's Office

TERM: January 1, 2002 - July 31st, 2004

- 3.9 Equal Distribution of Overtime. Overtime work shall be distributed among employees in the same classification and in the same location as equal as is practical. (Added 1/1/83)

ARTICLE IV Inclement Weather Practice

- 4.1 Employees who report for work on a workday or for prearranged work on a non-workday and are unable to work in the field because of inclement weather or other similar causes, shall be paid for actual time worked, if any, but not less than two (2) hours at the appropriate rate of pay. Employees receiving subsistence as provided for in Section 5.2 shall continue to receive such subsistence in addition to the amount provided for under this section. (Amended 1/1/86)
- (a) The determination for not working on an inclement day shall not be at the discretion of a recipient of inclement pay. The employees shall work on such days, unless specifically notified otherwise by Company supervision. (Amended 1/3/78)
- 4.2 Subject to the approval of the General Foreman or Supervisor, those employees who, due to inclement weather or other excused absences were prevented from working forty (40) straight-time hours in a given workweek shall be permitted to work on a non-workday within the same workweek the number of hours necessary to total forty (40) straight-time hours for the week, but not to exceed eight (8) hours. (Amended 1/1/71)
- (a) It is intended that when such cases occur, employees who did lay-off from work because of inclement weather or other excused absences on a regular workday shall not be required to work on their next non-workday, but where agreement is reached between the General Foreman or Supervisor and the employee, the employee shall be allowed to do so. (Added 1/1/71)

ARTICLE V Expenses

- 5.1 If Company requires an employee to perform work for more than one (1) hour beyond regular work hours on an eight hour workday or non-workday, and each succeeding five (5) hours thereafter, the employee shall be granted a meal allowance of twelve dollars (\$12.00) and time taken to consume such meals (30 minutes per meal) shall be considered as time worked and paid at the appropriate rate therefor.
- (a) If Company requires an employee to perform work for more than one (1) hour beyond regular work hours on a workday or non-workday, and each succeeding five (5) hours thereafter, the employee shall be granted a meal allowance of twelve dollars (\$12.00) and time taken to consume it. Time taken to consume such meals (30 minutes per meal) shall be considered as time worked and paid at the appropriate rate therefor. If the employee opts to not take the meal, the employee shall receive twelve dollars (\$12.00) and one-half (1/2) hour at the overtime rate in lieu of the meal. (Amended 7/9/02)

- (b) Employees who work an agreed-to four ten-hour workdays (workweek) can be prearranged for a ten-hour workday without a meal payment.

(Amended 1/20/98)

- 5.2 Employees who are assigned to work over sixty (60) miles from their assigned headquarters shall be allowed seventeen dollars (\$17.00) per day as subsistence allowed for each day worked at the temporary headquarters. Time spent traveling to such temporary jobs at its beginning and from its conclusion shall be paid for by Company. (Amended 11/23/99)
- 5.3 In other emergency situations, the Company shall give at least twenty-four (24) hours notice to an employee who is to be sent out of town for temporary work as defined in Section 5.2, in order that the employee may have time to prepare for the trip. (Amended 1/1/71)
- 5.4 It shall not be a condition of employment for an employee to maintain a telephone or use their personal automobiles or vehicles for Company's convenience. (Amended 1/1/71)
- 5.5 In no event shall Company lay-off a crew in one headquarters and add a new crew in another headquarters, in order to avoid payment of expense allowance as provided in Article V. (Amended 1/1/71)

ARTICLE VI

Seniority

- 6.1 Seniority is defined as the length of continuous service with the Company. Continuity of service shall be deemed to be broken when (a) an employee is discharged for cause, (b) an employee voluntarily terminates employment, (c) an employee has been laid off for more than twelve (12) consecutive months, or (d) an employee has violated the provisions of Article VII, Section 5.
- 6.2 Upon Union's request, the Company shall furnish the Union with a seniority list including wage rates and locations of all employees covered by this Agreement and shall keep the Union advised of all additions, deletions, or corrections at three-month intervals. (Amended 1/1/71)
- 6.3 Seniority shall be used as the basis for determining such benefits as transfer rights, protection against demotion and layoff, Hospital and Life insurance, etc. (Amended 1/3/78)
- 6.4 The continuity of an employee's service shall not be broken by absence for any of the following reasons, and his/her Company seniority shall accrue for the period of any such absence:
- (a) Induction, enlistment, or active duty in the armed forces of the United States, or service in the Merchant Marine, under any Act of Congress which provides that the employee is entitled to reemployment.